



AFTER RECORDING, RETURN TO:

Dominic G. Colletta

Ramis Crew Corrigan & Bachrach, LLP

Attorneys at Law

1727 NW Hoyt Street

Portland, Oregon 97209

**ASSIGNMENT OF PARTIAL INTEREST OF BUYER
IN SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY
AND CONSENT OF SELLER**

THIS ASSIGNMENT ("Assignment") is made the 7, day of October, 2002, by and between RIVERSCAPE LLC, an Oregon limited liability company ("Assignor"), and TIMOTHY R. RALSTON ("Assignee"), with regard to that certain SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY between THE PORT OF PORTLAND, a port district of the State of Oregon (the "Port") and Assignor dated August 11, 2000, as amended by that certain AMENDMENT NO. 1 TO SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY dated September 12, 2001. Hereinafter, the Sale Agreement and Receipt for Earnest Money and Amendment No. 1 thereto are collectively referred to as the "Sale Agreement".

Assignment

Assignor does hereby sell, transfer, assign and set over unto Assignee, Assignor's right pursuant to the Sale Agreement to purchase from the Port certain real property described in the Sale Agreement as Parcel 2.

In consideration for the Assignment, Assignee assumes and agrees to perform henceforth all of the covenants and agreements undertaken by Assignor in the Sale Agreement as to the purchase of Parcel 2.

Assignor and Assignee agree that, except as to the purchase of and taking title to Parcel 2, Assignor and Assignee are and shall remain jointly and severally obligated to perform all duties and obligations of the Buyer (as that term is defined in the Sale Agreement) set forth in the Sale Agreement, including but not limited to continuing to act as and performing all duties of a Key Member of the development team described in the Sale Agreement.

This Assignment is effective on the date consent hereto is granted by the Port, which shall be the date of execution of this Assignment by an authorized representative of the Port. All parties warrant and represent that entry into this Assignment by Assignor and Assignee, the granting of consent by the Port, and execution hereof by the

persons whose signatures are subscribed hereon, have been authorized by all requisite corporate or other action.

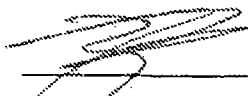
THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

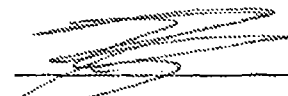
ASSIGNOR:

Riverscape LLC, an Oregon
limited liability company,

ASSIGNEE:

By: Ralston Investments, Inc., Managing
Member,

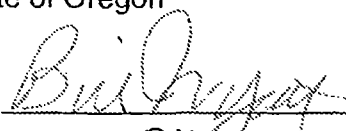

By: Tim Ralston, President


Timothy R. Ralston

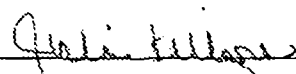
The Port of Portland hereby grants its consent to this Assignment.

Dated: October 4, 2002

Port of Portland, a port district of the
State of Oregon

By: 
Print Name: Bill Wyatt
Its: Executive Director

Approved as to legal sufficiency for the Port of Portland

By: 
Counsel for the Port of Portland